REMARKS

1. Claim Rejections – 35 U.S.C. § 112

Claims 1, 6 and 11 stand rejected under 35 U.S.C. §112, first paragraph, as failing to comply with the enablement requirement. The claims recite "wherein play of the bonus game does not require an additional wager." The Office Action recites, "There does not appear to be support for this limitation."

Applicants have amended claims 1, 6 and 11 to remove the cited limitation as requested by the Office Action. However, Applicants respectfully traverse and maintain their arguments with respect to the definition of the claim term "bonus game" as argued in the Office Action response of 8/1/2008, pages 7-8. In addition to those arguments, Applicants also respectfully point to the presently cited Vancura art's definition of a bonus game as representative of a definition known to one skilled in the art: "a bonus game… in which the player participates without additional wager…" (Vancura, col. 1, lines 13-16).

The Office Action also recites, "Claims 1, 7 &11 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. These claims recite a "Class III style game". This is indefinite because what constitutes Class III gaming may change. It is also indefinite because Applicant has not adequately described what constitutes "style". "

Claim 7 does not explicitly recite a "Class III style game." Applicants therefore interpret this rejection to apply to claims 1, 6 and 11. Applicants respectfully traverse and point out that the Specification recites the differences between Class II and Class III style games on page 2, while various embodiments of a fixed pool of gaming results derived from a Nevada-style (Class III style) non-fixed-pool game having bonus rounds can be found starting on page 15 of the Specification. Therefore, the definition of the Class III claim term can always be interpreted in light of the description in the Specification.

However, in an effort to simplify prosecution, Applicants have amended the claims to replace "Class III style" with the term "non-fixed-pool."

In light of the above amendments, Applicants respectfully request that the 35 U.S.C. §112 first and second paragraph rejections of claims 1, 6, and 11 be withdrawn.

2. Claim Objections

The Office Action recites, "Claims 3 & 8 recite "...a selectable indicia ... being selected." This should recite "...a selectable indicium ...being selected." Appropriate correction is required." Applicants have amended claims 3 & 8 as requested by the Office Action and request that the objections be withdrawn.

3. Claim Rejections – 35 U.S.C. § 103(a)

Claims 1-15 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Morris (U.S. Patent No. 5,324,035) in view of Vancura (U.S. Patent No. 6,609,971).

For the sake of brevity, the rejections of the independent claims 1, 6 and 11 are discussed in detail on the understanding that the dependent claims are also patentably distinct over the cited art, as they depend directly from their respective independent claims. Nevertheless, the dependent claims include additional features that, in combination with those of the independent claims, provide further, separate and independent bases for patentability.

The Office Action admits "Morris does not disclose that each fixed pool element corresponds to a single game play result divisible into a base game play result and a bonus game play result wherein play of the bonus game does not require an additional wager" (p. 4)

The Office Action then focuses on play of a bonus game not requiring an additional wager, as disclosed by Vancura, and argues that it would have been obvious to combine a centrally-determined simulation of a base slot reel game as provided by Morris and a bonus game as disclosed by Vancura.

However, Vancura recites *multiple* independent game results: "To play a bonus game, a player typically must qualify by aligning several special symbols on the underlying traditional game. Play then switches over to a bonus game (either in a separate apparatus or a separate screen, e.g.), in which the player participates without additional wager but typically with an

award at its conclusion. *The amount of the bonus award is determined during and by bonus play*." (Column 1, lines 10-18, italics added)

The Office Action thus ignores that the bonus game award, as claimed, must be part of a *single* game play result which "represents a fixed sum award determined prior to base and bonus game play and having a base game play result and a bonus game amount," as recited by amended claims 1, 6 and 11. The bonus games of Vancura fail to teach or suggest these elements.

Applicants respectfully submit that the combination of Morris and Vancura thus fails to disclose all the claimed elements and respectfully request that the 35 U.S.C. § 103(a) rejection of claims 1-15 be withdrawn.

Applicants have made an earnest and *bona fide* effort to clarify the issues before the Examiner and to place this case in condition for allowance. Reconsideration and allowance of all of claims 1-15 is believed to be in order, and a timely Notice of Allowance to this effect is respectfully requested.

Should the Examiner have any questions concerning the foregoing, the Examiner is invited to telephone the undersigned agent at (702) 584-7209. The undersigned can normally be reached Monday through Friday from about 9:00 AM to 5:00 PM Pacific Time.

Respectfully submitted,

Date: February 10, 2010

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